

REMOTE BIDDING (Telephone, Proxy or Internet Bids)

Before Pugh & Company can process your bid we must receive the following, by no later than 1pm the day before the auction:

1. Fully completed and signed Registration Form for Proxy, Telephone or Internet Bidding

2. Payment of:

- a. 10% deposit of the bottom guide price (subject to minimum £2,000)
- b. Buyers Administration Fee (Applicable to the lot you are bidding)
- c. Where a payment is made by bank transfer we must be sent a copy of the transaction showing the payment to Pugh & Company along with the payee's account name, number and sort code

3. <u>Identification</u> as detailed below:

i. Individual Bidders

Proof of name such as copy passport or photographic driving licence

and

Proof of address (issued within the last 3 months) either a residential utility bill or bank statement

We require the above for each bidder named on the form and the payment source if paid by a different individual.

ii. Company Bidders

Where bids are in a company name we must establish the "Beneficial Owner". In most cases this means we need all above ID for all individuals with 25% or more of the capital/shares.

In some instances there will be a chain of ownership that passes across several companies/entities and we will need the ID for the ultimate beneficial owners at the end of the chain.

We require the above identification for both the entity/individuals named on the form and the payment source if paid by a different name.

In providing ID you consent to us carrying out an electronic verification check on the details you have provided. If you have any queries regarding identification required please contact us.

All of the above must reach the Auctioneers no later than 1pm the day before the Auction, if not received by Pugh & Company prior to this your bid may not be accepted.

REGISTRATION FORM FOR PROXY, TELEPHONE OR INTERNET BIDDING

(Please note a separate form for each lot is required)

Please tick ONE of the below:	Purchaser's Details
Telephone	Full Name (s)
Proxy	Company
Internet	Address
I hereby instruct and authorise Pugh & Company to bid on my behalf is accordance with the terms and conditions attached hereto and understand that should my bid be successful the offer will be binding upon me. Pugh & Company will bid on my behalf if required, taking m instructions in this respect on the telephone when the relevant lot is bein sold.	I
Date of Auction:	
Lot Number :	Or any other telephone number to be contacted if different from above in case of telephone bids.
	Fax
	E-mail
	Solicitors
Maximum Bid Price £:	
(in words)	Post Code
Please note that the following are required by <u>no later than</u> 1pm on the day before the auction:	For the Attention of
Payment of cleared funds of 10% of the lower guide price (subject to a minimum £2,000). A Buyers Administration Feis also applicable and the amount payable will var dependant upon each individual Lot. Further details can be found on the Sales Memorandum within the legal pack Payment can be made by Debit card or Telegraphic Transfer. All identification documents as detailed on the covering document.	Signature of Prospective Purchaser or person signing on Purchaser's behalf (By signing you confirm you have read and agreed to both this form & the Terms and Conditions for Proxy, Telephone or Internet Bidders):
Please note monies paid by Transfer will be held in Pugh & Company' Client Account. Debit card payments will be held against the card and funds will only be taken where the bid is successful.	Full Name and Address of Signatory if different from
In the event the bid is unsuccessful the funds will be released back to the same bank account or debit card, however you should be aware this matake 7-10 working days to clear.	
	EIG bidding service or the link breaks down, the auctioneer is authorised to continue to bid o form. If the telephone link is broken and you do wish the auctioneer to continue on your

THIS FORM MUST REACH THE AUCTIONEERS NO LATER THAN 1PM THE DAY BEFORE THE AUCTION TOGETHER WITH PAYMENT OF DEPOSIT, BUYERS ADMINISTRATION FEE AND ALL IDENTIFICATION AS DETAILED ON THE COVERING SHEET.

IF ALL OF THE ABOVE IS NOT RECEIVED BY PUGH & COMPANY IN ADVANCE OF THE ABOVE DEADLINE YOUR BID MAY NOT BE ACCEPTED.

PROSPECTIVE PURCHASERS WILL BE DEEMED TO HAVE KNOWLEDGE OF THE ADDENDUM AND WILL BE SUBJECT TO IT IN ANY EVENT

Terms and Conditions for Telephone, Proxy or Internet Bidders

- 1. The sale of any lot in the auction is subject to the Common Auction Conditions (Edition 3 August 2009), any extra general conditions of sale all as contained within the auction particulars, available for download from Pugh & Company Limited's website. All prospective bidders are deemed to have read and accepted these conditions together with the terms provided below.
- The prospective purchaser appoints Pugh & Co as agent and authorises Pugh & Co to bid for the relevant lot on behalf of the prospective purchaser in the manner as the auctioneer thinks fit in his absolute discretion and authorises Pugh & Co or any partner or employee of Pugh & Co to sign the Memorandum of Sale on behalf of the prospective purchaser.
- 3. Pugh & Co reserves the right not to bid on any prospective purchaser's behalf should there be any error or confusion in respect of these instructions or the accompanying deposit payment and buyer's premium payment not have been cleared prior to 1pm on the day before the auction. The Auctioneer will not accept any internet bids received, for whatever reason, after the gavel has fallen.
- 4. The prospective purchaser is considered to have inspected the auction particulars including the Notices to Buyers, General Conditions of Sale, sales particulars for each lot, and to be aware of any Special Conditions or Amendments which have been made to the details for each lot and agrees that the signing of the Memorandum of Sale indicates acceptance of the information so provided.
- 5. Prospective purchasers are advised to ensure that there are no amendments to the Particulars of Sale or Special Conditions relating to the lot they are bidding on. The purchaser will be expected to have knowledge of any such changes and will buy subject to them in any event.
- 6. Pugh & Co and/or the Auctioneer can refuse to accept Telephone, Proxy or Internet bidding requests at their absolute discretion without giving reasons.
- Subject to these conditions, prospective purchasers will only be able to submit Telephone, Proxy or Internet bids where Pugh & Co have received the following no later than 1pm on the day before the auction, and if the below is not received by the deadline your bid may not be accepted:
 - (i) The completed proxy/telephone/internet bidding form;
 - (ii) Cleared payment of the minimum deposit of 10% of the lower guide price (subject to a minimum of £2,000). (If you are successful and purchase the property you will be required to immediately pay the difference between the 10% of the actual purchase price and the deposit amount paid before bidding)
 - (iii) A Buyer's Premium is also payable, as detailed within the Sale Memorandum specific to each individual lot. Where the buyer's premium is a percentage of the purchase price subject to a minimum figure, cleared payment of the minimum figure will be required. If you are successful and purchase the property you will be required to immediately pay, if applicable, the difference between the minimum figure paid before bidding and the percent of the actual purchase price.
 - (iv) Satisfactory identification, all in compliance with the Money Laundering Regulations 2007, detailed on the attached document.

Please note monies paid by Transfer will be held in Pugh & Company's Client Account. Debit card payments will be held against the card and funds will only be taken where the bid is successful.

- 8. Pugh & Co and the Auctioneer will make no additional charge for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser through lack of clarity of instructions, late arrival of a registration form, failure to provide cleared deposit and buyer's premium funds, bids being received by the Auctioneer after the gavel has fallen, or, for any other reason whatsoever. Internet bidders are advised that should they become disconnected or interrupted during bidding Pugh & Company and the Auctioneer will not be held responsible for any loss suffered in respect thereof.
- 9. Where a prospective purchaser is not successful in purchasing a lot any deposit monies and buyer's premiums paid, subject to us having received all correct documents and identification, will be released within 48 hours back to the same bank account or debit card, however you should be aware this may take take up to 7-10 working days to clear.
- 10. Where prospective purchasers are intending to bid on multiple lots Pugh & Co must be notified in advance and individual bidding forms, deposit monies and buyer's premiums for each lot along with the correct identification documents must be received by Pugh & Co no later than 1pm on the day before the auction.
- 11. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for a particular lot.
- 12. All prudent prospective purchasers are strongly advised to contact Pugh & Co or check the Pugh and Co website prior to bidding to ensure they are aware of any amendments, the Particulars of Sale, Special Conditions or Legal Pack relating to the lot they are bidding on as Pugh & Co and the Auctioneer will not be held responsible for any loss, costs or damages incurred as a result of the failure of a prospective bidder to do so. Please be aware that the online legal pack may not include all the documents that will be available on the day. Internet, telephone and proxy bidders who do not attend the auction should contact the Vendors solicitors to ensure they are in receipt of the full extent of the legal pack. The online legal documents are made available for assistance purposes only and without guarantee or warranty as to their accuracy or completeness.
- 13. You shall be deemed to have read the "Guide to buying at Auction" on the website and the Common Auction Conditions, the special conditions of sale and any addendum relating to the Lot. You shall be deemed to have taken all the necessary professional and legal advise and to have made all Your enquiries and to have knowledge of any Auctioneer's announcements which are relevant to the Lot.
- 14. It is possible that at any time up to the commencement of bidding at the Auction amendments and/or additions may be made to the Conditions of Sale for the Lot or any other matters relating to it. Such amendments are published by means of written addendum and by verbal addendum announced from the rostrum. You will be deemed to have knowledge of such matters (including for the avoidance of doubt any late addendums that are announced verbally from the rostrum) and if Your bid is successful You will buy subject to them.
- 15. All prudent prospective purchasers are strongly advised to contact Pugh & Co to confirm we have received the bidding authorisation form, money laundering documentation and cleared funds for the deposit and buyer's premiums.
- 16. A prospective purchaser must complete and sign the bidding form using one form for each lot for which they are intending to bid.
- 17. Unless the relevant lot is sold to the prospective purchaser, the amount of the prospective purchaser's bid will not be disclosed to the vendor or any other person either during or after the sale without the consent of the prospective purchaser.
- 18. The maximum price to which the auctioneer is authorised to bid must be an exact figure (accordingly worded such as "£100 over the highest bid in the room" will not be acceptable). The auctioneer reserves the right not to bid on behalf of the prospective purchaser should there be any error or confusion in respect of these instructions or the accompanying deposit.
- 19. Should the prospective purchaser wish to bid at the auction in person or through an agent such intention must be conveyed in writing to the auctioneer in person prior to the lot being offered for sale. In this case the auctioneer will not make any bids on behalf of the prospective purchaser.
- 20. Any agreement to alter a Telephone, Proxy or Internet bidding form at any time prior to, or on the day of the auction, must be in writing and acknowledged in writing by Pugh & Company. If any alterations to the bid are received after 1pm the day before the auction Pugh & Company cannot guarantee any amendments will be made, it is the bidders responsibility to ensure we have all correct information by the above deadline.
- 21. A remote bidder must appreciate that his/her offer is binding and that the Auctioneer has full legal power to sign the Contracts on behalf of the Buyer, providing for completion in accordance with the Special Conditions of sale as applicable to that Lot.
- 22. In relation to internet bidding, provision of this service is not guaranteed. The Bidder accepts that access to EIG's Bidding Services (whether the website, via the Auctioneer's site (if applicable) and the services may be interrupted and provision of the website, the Auctioneer's site (if applicable) and the services is not guaranteed. Users must make alternative provision for making bids prior to the sale and must not rely on and are not entitled to rely on the services (whether the website or the services) or the use of the Auctioneer's site to make bids. Such services and sites may not be continuous and may be interrupted by factors within or outside our control. The website and services are provided free of charge by EIG/Pugh & Company Auctioneers 'as is' and 'when is' available only. Pugh & Company Auctioneers shall have no liability where a bid fails to be received by the Auctioneer or is delayed, or where the bid is made in error for whatever reason.